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UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In Re:)	Chapter 11
)	
BCE WEST, L.P., <i>et al.</i> ,)	Case Nos. 98-12547
)	through 98-12570 ECF CGC
Debtors.)	Jointly Administered
)	
EID # 38-3196719)	DEBTOR'S RESPONSE TO MOTION
)	BY HMM RESTAURANTS, INC. TO
)	COMPEL BC GREAT LAKES L.L.C.
)	TO IMMEDIATELY ASSUME OR
)	REJECT NON-RESIDENTIAL REAL
)	PROPERTY SUBLEASE (STORE NO.
)	421)
)	
)	
)	

BC Great Lakes, L.L.C., debtor and debtor in possession (the “Debtor”) files this Response with respect to the motion filed by HMH Restaurants, Inc. (“HMH”) to compel immediate assumption or rejection of a sublease. In support of this Response, the Debtor states as follows:

1. Store No. 421 is subject to the Base Lease and the Second Sublease referenced in the motion.

2. The Debtor hereby requests authority to reject the Second Sublease between the Debtor and HMH on or before January 31, 2000. Store No. 421, while operating at a marginal positive cash flow level, is a location with a high occupancy cost. It is the Debtor's business judgment that the Second Sublease is burdensome in a long-term analysis.

3. The relief requested by HMH is premised on its concern that under the terms of the relevant documents between the parties HMH was faced with a notice of termination dilemma with respect to HMH's obligation to the primary landlord. The Debtor's decision to seek authority to reject obviates that problem.

4. Under the provisions of the Base Lease and the Second Sublease the current term expires on January 31, 2000. If approved, the Debtor will give notice of rejection and vacate on or before the lease termination date. Immediate rejection is not required, and would cause unnecessary disruption in Debtor's business operations. An extended, but certain, rejection right and obligation is reasonable in the circumstances.

5. The Debtor requests the entry of an order authorizing the rejection of the Second Sublease on or before January 31, 2000.

Respectfully submitted this 28th day of July 1999.

DEBTORS AND DEBTORS IN POSSESSION

By: /s/ H. Rey Stroube, III
 One of their Attorneys
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 28, 1999 the foregoing Response was served by e-mail, fax or first class United States mail, postage prepaid, on counsel for HMH Properties, Inc., Robert J. Miller, Streich Lang, P.A. Renaissance One, Two North Central, Phoenix, Arizona, and on counsel for the Agents for the DIP Lenders

/s/ Randolph J. Haines